

AGREEMENT*Between***ST. JOSEPH LEAD
COMPANY
STATE OF NEW YORK****MINE LA MOTTE
CORPORATION
STATE OF MISSOURI***and***LOCAL UNION No. 648
OF DESLOGE, MISSOURI****MAY 17, 1946****INTERNATIONAL UNION
MINE, MILL AND SMELTER
WORKERS - C. I. O.**

*provision marked
showing employees
listed at Mine
La Motte*

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AGREEMENT

THIS AGREEMENT made and entered into by and between St. Joseph Lead Company of the State of New York and Mine La Motte Corporation of the State of Missouri, hereinafter referred to jointly as the "Company," and International Union of Mine, and Smelter Workers, C. I. O., for itself and on behalf of Local Union 648 of Desloge, Missouri, hereinafter referred to as the "Union," is made and entered into for the purpose of maintaining harmonious relations between the parties hereto and for their mutual benefit.

ARTICLE ONE

Purpose of Agreement

It is the intent and purpose of the parties hereto that this agreement shall maintain industrial economic relations between the Company and its employees and set forth basic provisions covering rates of pay, hours of work and other conditions of employment to be observed with respect to the employees covered by this agreement.

ARTICLE TWO

Recognition

Section 1: As a result of an election conducted by the National Labor Relations Board on December 9, 1943, the Company recognizes the Union as the sole and exclusive bargaining agent for all hourly paid production and maintenance employees of St. Joseph Lead Company and Mine La Motte Corporation at their various operations located at or near Bonne Terre, Leadwood, Desloge, Flat River, and Fredericktown, Missouri, as limited and defined by the certification of the National Labor Re-

lations Board dated December 21, 1943, in Case No. 14-R-760.

Section 2: The Company agrees to deal with the Union through the Union's chosen representatives or committeemen as provided for in Section 9 (a) of the National Labor Relations Act.

ARTICLE THREE

Union Maintenance and Check-off

Section 1: All employees who, after the expiration of a period of fifteen (15) days following the date on which this agreement is signed by both parties, are members of the Union in good standing in accordance with its constitution and by-laws and all employees who become members after the expiration of said 15-day period shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of this agreement.

The Union shall immediately after the expiration of the aforesaid 15-day period furnish the Company with a notarized list of its cash paying members in good standing as of that date.

The Union, its officers, and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein during the aforesaid 15-day period.

Any dispute arising under this Article shall be submitted for arbitration as provided for in this agreement.

Section 2: The Company agrees that upon receipt of a properly signed request from any employee it will deduct from such employee's wages, dues, assessments, initiation fees, or special fees. Such deductions shall not be made more than once each

calendar month, and shall not exceed in any one month. Requests by Union members for deductions shall be made upon a form approved by the Company and the Union.

The Company agrees that once each month, within one week following the collection from Union employees of dues, assessments, initiation fees and special fees, it will remit the total amount of such collections to the Secretary-Treasurer of Local Union 648 upon the presentation by the Secretary-Treasurer of written authority to receive such money. This written authority shall be evidenced by certification in writing signed by the President and Secretary of the Union and bear the Union seal. The Union agrees to release the Company and save the Company harmless from any liability whatsoever after the Company has made payment of money to the Secretary-Treasurer of the Union, upon proper certification and upon receipt from the Secretary-Treasurer for money paid.

ARTICLE FOUR

Hours, Overtime and Wages

Section 1: It is agreed that eight (8) hours shall constitute a day's work. It is further understood that this shall mean eight hours from collar to collar for underground operations.

Section 2: Employees shall receive overtime payment at time and one-half for all work in excess of eight (8) hours a day or forty (40) hours a week, whichever is greater. An employee shall not be laid off for the purpose of off-setting overtime previously worked.

The regular scheduled work week shall consist of five (5) consecutive days, from Monday through Friday.

Watchmen, Pumpmen, Switchboard Operators, Flotation Machine Men, shall work consecutive days wherever possible, their work schedule beginning any day agreeable to the operator and foreman.

Section 3: An employee called out for emergency work shall be paid a bonus equal in amount to the employee's regular hourly rate. In addition to the aforesaid bonus such employee shall also be paid for at least one hour's work, even though he actually works less than one hour, and shall receive one hour's pay for any portion of an hour worked beyond one or more full hours of emergency work. All emergency work by an employee constituting work in excess of eight hours in a 24-hour period shall be compensated at time and one-half.

Section 4: The Company shall notify employees at least three (3) hours in advance in the event work is not available. If not notified, employees reporting on their regularly scheduled shifts, or on call by the Company, shall, in the event no work is available be paid Two Dollars and Fifty Cents (\$2.50) for each shift so reported. The Company shall not be liable under this section in the event conditions beyond the Company's control arise to make work unavailable when the employees report for work and the Company has had no reasonable opportunity to notify the employees not to report.

Section 5: All operations that work three shifts in twenty-four (24) hours shall pay four (4) cents per hour in addition to the regular day shift wage for the eve-

ning shift and eight (8) cents per hour in addition to the regular day shift wage for night shift. All operations that work two shifts in twenty-four (24) hours shall pay six (6) cents per hour in addition to the regular day shift wage for night shift.

Section 6: Subject to approval by the National Wage Stabilization Board the following adjustments will be made in wages:

Conditioned on approval by the National Wage Stabilization Board, all wage rates will be increased 18½c per hour effective at such time as the Company converts its operations to a 40-hour per week schedule, this conversion to be made if possible not later than May 1, 1946.

Conditioned on approval by the National Wage Stabilization Board each employee will be paid additional compensation in the amount of 9¼c per hour in excess of his current wage rate for work performed by him during the period from March 13, 1946, to April 30, 1946, inclusive.

In the event the provisions of this section are not approved by the National Wage Stabilization Board, this section shall be open for renegotiation.

Section 7: Wage rates may be reopened for renegotiation on fifteen (15) days written notice given by either party.

Section 8: Attached to this agreement is a schedule of wage rates which shall be effective for the duration of this Contract unless changed by agreement of the parties.

ARTICLE FIVE

Vacations and Holidays

Section 1: Christmas Day, Fourth of July, Labor Day, Decoration Day, Thanks-

giving Day, New Years Day, and any day designated for the celebration of V-J day shall be regarded as holidays. Any work done on the above mentioned holidays shall be paid for at the rate of time and one-half. Holiday premiums shall be considered separate from other premiums provided for in this agreement except that premiums shall not be pyramided.

Section 2: Employees at the Company's properties at Bonne Terre, Leadwood, Desloge, Federal, and Mine La Motte, who are in the bargaining unit found to be appropriate by the National Labor Relations Board, in its decision dated February 25, 1944, shall be granted vacations with pay as follows:

- 1 years service.....1 week
- 2 years service.....1 week and 1 day
- 3 years service.....1 week and 2 days
- 4 years service.....1 week and 4 days
- 5 years service and over.....2 weeks

Vacation pay shall be determined by the average weekly earnings of the ten (10) weeks preceding the vacation period.

Section 3: Promptly after January 1st and before the 1st of February of each calendar year, each eligible employee shall be requested to specify to the Foreman, the vacation period he desires (this does not bind an employee from going to his Foreman and Steward and arranging or requesting a different vacation period). Vacations will, so far as possible, be granted at the time most desired by employees (longer service employees being given preference as to choice), but the final right to allot vacation periods, and the right to change such allotments is reserved to the

Foreman and the Steward, in order to insure the orderly operation of the mines or plants. The Foreman and Steward shall have the right to designate who will fill the vacancy that is created by an employee on vacation.

The rate of pay pertaining to this clause is referred to in Article 7, Section 4, of this agreement.

Section 4: Employees who due to illness or other unavoidable circumstances are not able to work full time during the ten weeks immediately preceding the vacation period shall be paid vacation pay at the rate earned by other employees employed on comparable work and wages. Unavoidable circumstances are death in the immediate family, sickness in the immediate family and Union business. Employees will be allowed credit for absences during the aforesaid ten-week period not exceeding three days on account of death in the immediate family, three days on account of sickness in the immediate family, and not exceeding fifteen days on account of Union business.

Section 5: Any employee who leaves his employment with the Company or dies before he receives a vacation for the year in which the termination of the employment occurs shall receive (or his estate, in the case of death shall receive) a pro-rata vacation allowance.

ARTICLE SIX Grievances

Section 1: Any dispute or grievance arising under this agreement shall be taken up and adjusted in the following manner: First, immediately by the departmental Steward and the Foreman of the depart-

ment involved; then if not satisfactorily settled, the dispute shall be taken up with representatives, one from the Union and one from the Company, who will be called immediately to the scene of the dispute and there meet with the Foreman, the Steward, and the employee or employees involved. All expenses incurred in the above procedure shall be paid for by the Company.

If the grievance is not satisfactorily settled, then the dispute shall be taken up with representatives of the International Union, the grievance committee of the Local Union, and the Executives of the Company. If they fail to reach an agreement, the dispute shall immediately be referred to Arbitration.

If the parties fail to agree on the Arbitrator within five days after the representatives of the International Union and the Executives of the Company have failed to reach a settlement on a grievance, then the Director of the Conciliation Service of the United States Department of Labor will be requested immediately to appoint the Arbitrator from the staff of the Conciliation Service without cost to the parties.

Section 2: All discharge cases shall be taken up at once. Should it be proved that any man has been wrongfully discharged the Company agrees to pay him for all time lost.

ARTICLE SEVEN

Seniority

Section 1: Property and departmental seniority shall be observed. Seniority shall be determined from service as shown by the Company records. The Company shall post in each department a list showing

the names of all employees in that department together with their property and departmental seniority dates. Any employee who objects to his seniority date as shown on the list may submit his objection in writing to the Company not later than ninety days from the date of the signing of this contract. If the Company does not accept the objection as valid and make the correction, the employee may require that the matter be submitted to the grievance procedure.

Section 2: When a vacancy occurs or a new job is created in any department the job shall be posted for a period of five (5) days and the Company shall give the senior employee bidding for the job ten (10) days on the job in which to show that he is competent, provided that there is nothing in said employee's Service Department file that shows he could not satisfactorily handle the job.

It is agreed that if the successful bidder is not competent to do the work he shall be reinstated in his former job without loss of seniority and the next senior employee bidding for the job shall be given a similar opportunity to show that he is competent.

The provisions of this section shall not preclude temporary assignment, not to exceed ten (10) days, to the vacated job or the removal of an obviously incompetent employee within the ten day period.

Disputes concerning whether or not an employee is suitable or has not proved competent on the job shall be referred to the grievance procedure.

It is agreed that when vacancies occur in any of the following job classifications

that the job shall be filled by the extra employee who has been trained for the job having the most property seniority, and the job of "extra" shall be posted per the procedure outlined above. In the event of conflict between this provision and the provisions of the second paragraph of Section 3 of this Article, the provisions of the second paragraph of Section 3 shall prevail. The successful bidder for the job of "extra" shall remain on his regular job when not working as "extra." This does not prevent an employee from bidding on another regular job.

Hoisting Engineer
Diamond Drill Operator
Flotation Machine Operator
Switchboard Operator
Compressor Engineer
Gas or Electric Crane Operator
Surface or Diesel or Steam Locomotive Engineer
Main Line Locomotive Engineer
St. Joe Shovel Operator
Development Driller
Rotary Dump Operator
Roofman

It is agreed that when vacancies occur in job classifications that are paid on a rate range basis that the job classification shall be posted for bidding and the successful bidder shall be paid the minimum of the rate range unless he has had previous experience which would entitle him to a higher rate.

Notices of vacancies shall be posted in all departments of the plant where the vacancy exists and shall include a description, the rate of pay, and where possible the location of the job.

Employees in the department where the vacancy exists shall have preference to the job over bidders from other departments.

The departments, and job classification in each department recognized for the purposes of this Article are listed on the supplement attached to this agreement.

If no employee within a department bids or proves competent for the vacancy, the applicant with the most property seniority shall be given consideration in accordance with Paragraph One of this Section.

Section 3: In the event of reduction of force in any department the employee with the least departmental seniority shall be the first laid off, provided the remaining employees are competent to do the work required.

An employee laid off for any reason shall have the right at his option to return to the last job he held in any department. Or he can bump the youngest man in property seniority in any department, provided that he is older in service than the holder of such job and is competent to do the work. In the event his former job reopens he shall return to it within a reasonable time, except that he may elect to remain on the job held if he has become established on the job by reason of reinstatement on a preferred job of the employee whom he displaced. The provisions of this Paragraph shall prevail in the event they conflict with any other provisions of this agreement.

When by reason of illness or injury an employee becomes unable to perform his regular work, he shall be considered as laid off and allowed to "bump in" as provided above.

In the event of a property wide or division wide reduction of force, the employees with the least property seniority shall be the first laid off, provided the remaining employees are competent to do the work required.

In the event of a temporary or periodical shutdown of any of the departments or any part of such department, each employee whose work in the department has ceased on account of the shutdown shall be entitled to his former job in such department upon resumption of operation requiring the performance of the work formerly done by him, regardless of whether during the shutdown he has transferred to another department, provided that he remains competent to perform the work.

In the event work becomes slack in the property or in any department, the Company agrees if practical, to spread the work in the property instead of laying off employees in accordance with the above provisions.

Employees outside the bargaining unit shall not perform production or maintenance work except during an emergency in the operations.

Section 4: An employee who is temporarily placed on a higher rate job shall receive the rate for that job. If he is temporarily placed on a lower rate job he will receive his regular rate of pay, unless it was done in order to avoid the lay-off of the employee or done at the request of the employee. When an employee becomes unable to perform his work or is transferred on doctor's orders to another job, he shall receive the rate of pay for the job to which he is transferred.

Section 5: Seniority shall be broken for the following reasons:

- A. Quits.
- B. Discharge for proper causes.
- C. Fails to report for work or fails to make satisfactory arrangements within 15 days after receipt of notice of recall following lay-off.

ARTICLE EIGHT

Military Service

An employee who is drafted for service under the Selective Service Act or who volunteers for service in the military or naval forces of the United States shall within 90 days after his honorable discharge from such service be entitled to reinstatement as an employee without loss of seniority. The insurance of employees who are drafted or volunteers shall be continued in accordance with the terms of the contract of the Company with the Metropolitan Life Insurance Company of New York and the St. Joseph Lead Company shall not be liable for the insurance of employees not continued under said contract by the Metropolitan Life Insurance Company.

ARTICLE NINE -

General Provisions

Section 1: It is agreed that the classifications of jobs and their relation to other jobs in the plant shall remain fixed for the life of the agreement, except when changes are made in the amount of work done or in working conditions. The Company agrees that in the event of any changes in wage rates, production or working conditions, or creation of new classifications within the bargaining unit certified by the

National Labor Relations Board, the Company will advise the Union Committee (chairman) before such changes are made and adjustments will be made to the satisfaction of both parties through the medium of representatives of both parties as provided in Article 6 of this agreement.

Section 2: It is further agreed that an employee who is promoted to foreman, shall, in case he is returned to his former job, retain his seniority and privileges in the line-up he left.

Section 3: Outside workmen or contractors doing work at these plants shall be required to pay wages not less than the prevailing wage scale at the plant.

Section 4: Should employees (not more than four) who are Union members be elected or appointed to full-time work for the Local, District, or International Union, the Union agrees to give written notice to the Company of such election or appointment indicating the probable term of absence, which shall not be beyond the expiration date of this agreement, and a leave of absence shall be granted to such employees without loss of job seniority. Any employee granted a leave of absence under this Article shall not accrue pension rights during the period of such absence, and his insurance will be discontinued. The Union agrees to notify the Company immediately should such employment by the Union be terminated or discontinued for any cause.

In addition to the foregoing provision the Company agrees to grant leaves of absence to not more than ten (10) employees for a period sufficient to enable them to attend annual conventions of the International Union as delegates for the Local Union.

Section 5: The Union shall be entitled to post on all Union bulletin boards any Union business. All posting shall be made by Stewards.

ARTICLE TEN

Health and Safety

Section 1: The Company agrees to provide reasonable safeguards for the health and safety of its employees. It recognizes that its employees may be at times in a position to observe dangerous conditions and practices, and the Union agrees to make every effort to induce all employees to report at once to the Company all such conditions and practices wherever observed.

ARTICLE ELEVEN

Term of Agreement

This agreement shall become effective as of the 13th day of March, 1946, and, except as may otherwise be specifically provided elsewhere in this agreement, shall remain in full force and effect for a period of one year from said date or until and including the 12th day of March, 1947. Thereafter, this agreement together with any amendments shall continue in force and effect until changed or terminated by either of the parties hereto, which termination or change may be made by either party giving sixty (60) days' written notice to the other party of its desire to terminate or change this agreement.

Dated at Bonne Terre, Missouri, this
17th day of May, 1946.

ST. JOSEPH LEAD COMPANY AND
MINE LA MOTTE CORPORATION

/s/ L. T. SICKA,
General Manager

INTERNATIONAL UNION OF MINE,
MILL AND SMELTER WORKERS,
C. I. O. AND LOCAL NO. 648.

/s/ RUBERT ARNOLDI,
President

/s/ E. PAUL BLACK,
Financial Secretary

/s/ LINUS WAMPLER,
Vice-President

/s/ LEONARD DOUGLAS,
Executive Board Member
of I.U.M.M. & S. W.